

AGREEMENT

BETWEEN

**THE COUNTY OF GRANT
(HIGHWAY DEPARTMENT)**

AND

TEAMSTERS UNION LOCAL NO. 695



January 1, 2008 — December 31, 2010

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AGREEMENT

THIS AGREEMENT is made and entered into by and between **GRANT COUNTY**, hereinafter referred to as the County, and **TEAMSTERS UNION LOCAL NO. 695**, hereinafter referred to as the Union, and shall continue in full force and effect as hereinafter set forth.

WHEREAS, both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into an agreement covering rates of pay, hours of work and conditions of employment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the County and the Union, acting through their duly authorized representatives, hereby agree as follows:

ARTICLE 1. RECOGNITION

1.01 The County recognizes the Union as the exclusive bargaining representative in the collective bargaining unit consisting of all regular full-time and regular part-time employees of the Grant County Highway Department, excluding supervisory, managerial, confidential and professional employees, as their representative as certified by the Wisconsin Employment Relations Commission in Case 62 No. 54256 ME-3544; and that pursuant to the provisions of Section 111.70 of the Municipal Employment Relations Act, said Labor Organization is the exclusive collective bargaining representative of all such employees for the purposes of collective bargaining with the above named Municipal Employer, or its lawfully authorized representatives, on questions of wages, hours and conditions of employment.

ARTICLE 2. MANAGEMENT RIGHTS

2.01 It is agreed that the management of the County and the Highway Department and the direction of the employees are vested in the County, and that this includes, but is not limited to the following:

- a) To direct and supervise the work of its employees;

- b) to hire, promote, transfer or layoff employees or demote, suspend, discipline or discharge employees;
- c) to plan, direct and control operations;
- d) to determine the amount and quality of work needed, by which employee it shall be performed and the location where such work shall be performed;
- e) to determine to what extent any process, service or activities of any nature whatsoever shall be added, modified, or obtained by contract or subcontract and to introduce new or improved methods, tools, equipment or facilities, or to change existing practices, methods, tools, equipment and facilities;
- f) to select and to determine the number and qualifications of employees;
- g) to schedule the hours of work and to determine the assignment and allocation of duties;
- h) to make, modify and enforce reasonable rules and regulations; and,
- i) to take whatever action is necessary to comply with State or Federal law.

The County's exercise of the foregoing functions shall be limited by the express provisions of this Agreement and the County has all the rights it had at common law except those bargained away in this Agreement provided, however, the County's exercise of the foregoing functions shall be in compliance with and subject to the terms and conditions of this Agreement.

ARTICLE 3. FAIR SHARE

- 3.01** Membership in the Union is not compulsory. An employee may join the Union or refrain from joining and maintain membership or drop membership therein consistent with its constitution and by-laws. No employee will be denied membership because of race, color, creed, age or sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an employee membership because of race, color, creed, age or sex.

- 3.02 Upon authorization voluntarily submitted in writing and signed by an employee, the County will deduct the Union's current monthly dues, and as applicable, initiation fees, re-initiation or re-instatement fees or uniform assessments as certified in writing by the Union's Secretary-Treasurer, from the employee's pay and remit same to the Union in accordance with Section 3.04 of this Article.
- 3.03 The Union will represent all of the employees in the bargaining unit, members and non-members, fairly and equally. The County agrees to deduct and remit monthly to the Union, from the regular earnings of all employees covered by this Agreement for whom dues are not deducted under Section 3.02 above, an amount equal to such employee's proportionate share of the cost of the collective bargaining process and contract administration, measured by the amount of dues uniformly required of all members as certified by the Union.
- 3.04 Total deductions collected for each calendar month shall be remitted by the County to the Secretary-Treasurer of the Union, together with a list of employees for whom the deduction(s) have been made, on or before the end of the month in which such deduction was made.
- 3.05 The Union shall indemnify and save the County harmless against any and all claims, demands, suits and other terms of liability which may arise out of any action taken or not taken by the County for the purpose of complying with the provisions of this Article.
- 3.06 If an error is discovered with respect to any deductions under this Agreement, the Union shall advise the County in writing, and the latter will make the appropriate correction(s) in the succeeding payroll period.

ARTICLE 4. GRIEVANCE AND ARBITRATION PROCEDURE

The grievance procedure is as follows:

- 4.01 **Grievance.** A grievance is defined to be a controversy between any employee or the Union and the Employer as to a matter involving the interpretation or application of this Agreement.
- 4.02 **Procedure.** Grievances shall be processed in the following manner:

Step 1. In the event of a grievance, the employee shall perform his assigned work task and grieve his complaint later. An employee, believing he has cause for a grievance, shall orally present his grievance to his immediate supervisor within five (5) days of the incident, or within five (5) days of his securing knowledge thereof.

Step 2. If a grievance is not resolved as provided in Step 1, the employee or the Union shall have five (5) working days following receipt of the Supervisor's written answer to submit a written grievance to the Highway Commissioner. The Highway Commissioner or his designee shall meet, upon request, with the Union representative to discuss the grievance. The Highway Commissioner or his/her designee shall give a written answer to the Union within five (5) working days of the meeting. If no meeting is requested, the Highway Commissioner or his designee shall give a written answer to the Union within five (5) working days after receiving the grievance under this step.

Step 3. If the grievance is not resolved as provided in Step 2, the employee or the Union shall have five (5) working days following receipt of the Highway Commissioner's or his/her designee's written answer to submit the grievance in writing to the Employee Relations Committee Chair with a copy to the Personnel Director. The parties shall attempt to meet to discuss the grievance at the next meeting of the Employee Relations Committee (ERC). Following said meeting, the Personnel Director shall submit the ERC decision in writing within five (5) working days to the employee and the Union.

Step 4. If the grievance is not resolved as provided in Step 3, the Union shall make a written request within seven (7) calendar days following receipt of the Step 3 response (a copy of which shall be simultaneously sent to the Personnel Director) to the Federal Mediation and Conciliation Service for appointment of a panel of five (5) arbitrators. The parties shall alternately strike names until one (1) remains. The party requesting arbitration shall strike first.

4.03 A grievant may initiate, present and process his grievance with or without the Union representative.

4.04 All time limits set forth in this Article are working days and are exclusive of Saturdays, Sundays and any holiday recognized by this Agreement. All time

limits in this Article, however, may be waived or extended by mutual agreement of the parties.

- 4.05** The fees and expenses for the arbitrator and the transcript of the arbitration hearing, if any, shall be borne equally by the parties. Each party shall bear the cost of its own exhibits, own transcript and counsel.
- 4.06** It is agreed that the decision or award of any arbitrator shall be final and binding upon the parties as provided herein. The authority of the arbitrator shall be limited to determining grievances arising under and during the term of this Agreement. The arbitrator shall not legislate and shall have no authority to modify, add to or delete from the terms of this Agreement.
- 4.07** The grievance procedure set forth herein shall be the exclusive remedy for any complaint of an employee or the Union as to any matter arising during the term of this Agreement and involving the interpretation or application of this Agreement.

ARTICLE 5. VISITATION PRIVILEGES

- 5.01** The Business Representative of the Union shall have reasonable access during working hours to the area where employees are stationed; provided, however, that the Business Representative shall not at any time interfere with employees or interrupt their work. The Business Representative shall contact the County Highway Department in advance of any worksite visit.

ARTICLE 6. UNION ACTIVITIES

- 6.01** The County recognizes the right of the Union to designate a job steward and/or alternate to handle such Union business as may from time to time be delegated to them by the Union where such could not reasonably be done after hours. Stewards and/or alternates have no authority to take strike action or any other action interrupting the County's business in violation of law or this Agreement.
- 6.02** All stewards and/or alternates shall be allowed reasonable time off without loss of pay for the purpose of meeting with management to adjust grievances where such could not reasonably be done after hours.

- 6.03** The County agrees to provide suitable space on County property for a Union bulletin board at the following locations: Fennimore, Boscobel, Lancaster, Platteville, Bloomington, Dickeyville and Cassville. The County and the Union agree such bulletin board will be used for exclusive and proper business of the Union.

ARTICLE 7. NO STRIKE - NO LOCKOUT

- 7.01 Strike Prohibited.** Neither the Union nor any of its officers, agents or Union employees will instigate, promote, encourage, sponsor, engage in or condone any strike, picketing, slowdown, concerted work stoppage, sympathy strike or any other intentional interruption of work during the term of this Agreement.

- 7.02 Union Action.** In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable, effective and affirmative action to secure the member's return to work as soon as possible.

The Union will not be held liable provided the Union exercises its best effort to bring an end to any such activity immediately.

- 7.03 No Lockout.** The County agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 8. NON-DISCRIMINATION AND GENDER

- 8.01** There shall be no discrimination of any kind by the County or Union because of race, creed, arrest or conviction record (except as otherwise provided by law), handicap, ancestry, sex, marital status, color, age, political affiliation, union or non-union membership or national origin.

- 8.02** Whenever a reference to male gender appears in this Agreement, it shall apply equally to all humankind, and shall be understood as non-restrictive toward the female gender.

- 8.03** All discrimination claims shall be processed through the grievance and arbitration procedure as provided for in this Agreement.

ARTICLE 9. NO OTHER AGREEMENT AND MAINTENANCE OF STANDARDS

- 9.01** The County agrees not to enter into any Agreement with any employee covered by this Agreement which in any way conflicts with the terms and conditions of this Agreement. Any such Agreement shall be null and void.
- 9.02** The County agrees that all conditions of employment relating to wages, hours of work and working conditions provided for in this Agreement shall be maintained at not less than the standards in effect at the time of the signing of this Agreement.

ARTICLE 10. NON-UNIT WORK/SUBCONTRACTING

- 10.01** Any bargaining unit employee assigned or promoted, with the Employer's consent, to a position with the Employer for which the Union is not the bargaining agent and who is subsequently reassigned to a bargaining unit position for which the Union is the bargaining agent, shall not lose seniority nor benefits as outlined in this Agreement as a result of such transfer or promotion, providing the employee returns within one (1) year.
- 10.02** **Subcontracting.** The County agrees that subcontracting will not be used to evade the terms and conditions of the Agreement. The County retains the right to contract or subcontract with any other person or employer all work that the County deems is in the County's best interest to contract or subcontract; except, the County agrees to bargain, upon request of the Union, over any impact of such decision(s) which is mandatorily bargainable. The County will provide the Union with a sixty (60) day advance notice whenever possible of its intent to contract or subcontract when the effect of such would cause a layoff.

ARTICLE 11. LEAVE OF ABSENCE

- 11.01** The County may grant personal and/or medical leaves of absence without pay to its employees. Personal and/or medical leave of absence requests shall contain, in writing by the employee, the reason(s) why the employee needs a leave of absence and the date the employee intends to return to work. All approved leaves of absence will be binding, and a copy of all such approved leaves of absence shall be supplied to the Union.

- 11.02** This Article shall be administered in conformance with state and federal law regarding family and medical leaves of absence.

ARTICLE 12. DISCIPLINE AND DISCHARGE

- 12.01** The County will generally follow the concept of progressive discipline. Progressive discipline when invoked by the County shall consist of the following:

- Oral reprimand
- Written reprimand
- Suspension
- Discharge

The County further agrees no employee shall be progressively disciplined, suspended or discharged without just cause. In some situations, the County reserves the right to bypass some or all progressive discipline depending upon the seriousness of the offense.

- 12.02** The employee may have, if the employee desires, a steward or Union Representative present in any meeting(s) at which discharge, suspension or discipline may be imposed.
- 12.03** Any employee desiring an investigation after discharge or suspension must file a written grievance within five (5) working days with the County and the Union of the date of discharge or suspension. The grievance will proceed with Step 3 of Article 4, Section 4.02.
- 12.04** When disciplinary action is taken against an employee, the employee will receive written notice of such action at the time it is taken, and a copy will be mailed to the Union within five (5) calendar days, except that written notice of oral discipline shall be given to the employee and the Union as soon as possible after the action is taken. Such notice shall include the primary reasons on which the Employer's action is based. Said disciplinary action shall be stricken from the employee's personnel file twenty-four (24) months from the date of issue provided there has been no recurrence of a like or similar nature.

ARTICLE 13. PROBATION

- 13.01** All full-time employees shall serve a one (1) year probationary period (part-time employees shall serve an eighteen [18] month probationary period) commencing on the first day of employment with the Highway Department.
- 13.02** During the probationary period, the employee shall be subject to discipline or discharge for any reason without recourse to the grievance and arbitration procedure.
- 13.03** The County agrees to notify the Union in writing with the name(s) and mailing address of all new hires, including social security number. Notification to the Union shall be transmitted within the week of the start of employment.

ARTICLE 14. SENIORITY, LAYOFF AND RECALL, JOB POSTING

- 14.01** Seniority shall be determined by length of service as an employee of the County and shall commence with the employee's most recent date of hire into the bargaining unit.

Seniority as defined above and its application shall be applied under the terms and conditions of this Agreement except where qualified as hereinafter provided.

Part-time employee(s) shall enter the seniority list commencing with the date of full-time employment as defined by this Agreement.

- 14.02** A seniority roster will be maintained showing the name(s) and date of hire and a copy shall be initially filed with the Union. Subsequent seniority rosters shall be forwarded to the Union upon request. The Union shall notify the County of any discrepancies with the seniority roster within a reasonable period of time.
- 14.03** Seniority and the employment relationship shall be broken and terminated if an employee:
- a) Retires or voluntarily quits;
 - b) is discharged for just cause;

- c) is absent from work for three (3) consecutive working days without notification to and approval by the County, unless unable to notify for physical or other reasonable excuse;
- d) fails to report to work within three (3) working days after having been recalled from layoff;
- e) fails to report for work at the termination of a leave of absence;
- f) if an employee on a leave of absence accepts other employment without permission; or
- g) is on layoff for a period of two (2) years or more.

14.04 Policy.

It is the policy of the County of Grant (Highway Department) that, if it must reduce employment because of adverse economic or other conditions, layoffs and recalls from layoff will be conducted consistent with Department requirements as to the number of employee(s) needed to perform the available work and in accordance with the procedure set forth below.

Furthermore, the County of Grant (Highway Department) will attempt to avoid layoffs and, whenever possible, will consider alternatives (hiring freeze, elimination of overtime, voluntary unpaid leaves, etc.) to layoff before any final decisions are made.

Procedure.

- a) Employees are to be selected for layoff in the following order:
 - 1) Limited term and seasonal employees are to be laid off first;
 - 2) Part-time, then probationary employees are to be laid off next; and
 - 3) The most senior employee volunteering for layoff will be laid off next. Employees volunteering for layoff will be required to sign a written statement detailing the specific layoff arrangements.

- b) The following factors will be weighed in determining which full-time employees shall be retained:
 - 1) Skill and ability; and
 - 2) Seniority.
- c) Where skill and ability in performing the particular work available are relatively equal between two (2) or more employees, seniority shall be the determining factor.
- d) Employees affected by a layoff shall have the right to bump junior employees provided the employee has the skill and ability to perform the available work.

Part-time employee(s) shall not be permitted to bump full-time employee(s).

- e) Less senior employees who have lost their positions as a result of a bump shall have the right to exercise their seniority in the same manner as if their position had been the subject of a layoff.
- f) Employees who have lost their position as a result of layoff or a bump shall have the option to accept the layoff and may decline to exercise their bumping rights, if any.
- g) In re-employing, those employees with the greatest seniority shall be called back first provided the employee has the skill and ability to perform the available work.
- h) Notice of recall shall be sent by the Employer to the laid off employee's last known address, certified mail, return receipt and the laid off employee shall be required to respond affirmatively within three (3) working days from the first attempted delivery date of the recall notice. Employees who do not affirmatively respond to such re-employment notice shall be dropped from the re-employment list and all employment rights shall be lost.

14.05 The County shall post on the Union bulletin board at the Lancaster Highway Shop all vacancies or newly created position(s) the County of Grant (Highway Department) intends to fill which occur in the bargaining unit. Subsequent to the posting, the employee(s) will be notified by notice contained within the employee's pay envelope. An employee must make application for the vacancy during the period of posting, which period will be specified in the notice of vacancy, but shall not be for a period less than three (3) working days after payday.

The selection of any applicant to fill the vacancy shall be made on the basis of the applicant's skill and abilities provided, however, that if two (2) or more applicants are relatively equal, seniority shall be the determining factor. The employee shall have a ten (10) working day qualifying period in which to prove his qualifications for the job. If the County determines during such qualifying period that the employee fails to qualify for the position, or if the employee elects to return to his former position, the employee may return to the former position or an equivalent position and selection for the original vacancy/position shall then be made among the remaining employees who have initially applied for the position according to the criteria set forth above.

The order of selection shall be full-time bargaining unit employee(s) and then part-time bargaining unit employee(s) if there are not qualified full-time bargaining unit employee(s).

Nothing herein shall preclude the County from filling a vacancy with an applicant outside the bargaining unit once it is determined that there are not qualified bargaining unit employees who have applied for the vacancy.

ARTICLE 15. FUNERAL LEAVE, MILITARY LEAVE, JURY DUTY

15.01 Bereavement Leave. Each full-time employee shall have three (3) days of paid bereavement leave for the death of a spouse, child, stepchild, parent, brother, sister, grandparent or grandchild. Days must be consecutively scheduled workdays and cannot extend beyond the fourth calendar day after the funeral.

A one (1) day leave shall be granted for the death of an employee's in-law (mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent-in-law, daughter-in-law, son-in-law), nieces and nephews, grandparent, uncles

and aunts and step-siblings. The day must be a scheduled workday and cannot extend beyond the second calendar day after the funeral.

If desired, employee(s) may use earned vacation, discretionary days or sick leave days, for up to two (2) weeks to cover an extended period of grief.

Part-time employee(s) shall receive prorated bereavement leave.

- 15.02 Death of Department Employee.** In the event of a death of an employee of the Grant County Highway Department, employees covered by this Agreement shall be allowed reasonable time off to attend the funeral without loss of pay. A maximum of four (4) hours shall be allowed to attend the funeral without loss of pay. The Highway Commissioner reserves the right to limit the number of employees allowed time off.
- 15.03 Military Leave.** All employee(s) shall be allowed to take time off from work to fulfill active duty military requirements annually if such orders are given by the military unit. The employee shall be given the choice of accepting either the regular salary paid by the County or the military duty pay. If the option is to accept the County's pay, then the military pay shall be refunded to the County. If the option selected is to accept military pay, then the County's pay shall return to the County. The limit on this benefit is two (2) weeks of leave per year.
- 15.04 Jury Duty.** An employee selected for jury duty will be excused from employment for the time necessary to fulfill the obligation. The employee shall be given the choice of accepting either the regular salary paid by the County or the jury duty pay. If the option is to accept the County's pay, then the jury pay shall be refunded to the County and the employee is to return to work to complete the remainder of the workday. If the option is to keep the jury pay, then the County's pay shall be returned to the County and the employee is not expected to return to complete the workday. The maximum pay in any year is two (2) weeks and the maximum in any life is eight (8) weeks pay.

With the approval of the supervisor, it is permissible to use discretionary days, vacation day or accumulated compensatory time for jury duty.

ARTICLE 16. SICK LEAVE

- 16.01** Sick leave may only be used for illness or injury to the employee or the employee's child, spouse or parent(s).
- 16.02**
- a) Sick leave shall accrue at the rate of one (1) day per month and may accumulate to an unlimited amount.
 - b) For employees hired on or after January 1, 1997, sick leave will accrue to a maximum of one hundred twenty (120) days (960 hours). After an employee has reached the maximum accumulation of one hundred twenty (120) days, any additional sick leave accumulated thereafter shall be placed in an individual Catastrophic Sick Leave Account (CSLA). Sick leave in the CSLA may only be used when an employee is absent from work because of illness or injury and the employee's regular sick leave has been exhausted. Upon resignation, retirement, termination or death of an employee, CSLA shall be forfeited. This Subsection b shall apply only to employees hired on or after January 1, 1997.
 - c) A sick leave day shall consist of eight (8) working hours.
- 16.03** Employee(s) will be paid for all scheduled days off for illness or injury but not to exceed the amount accrued. When and if an employee maintains at least twenty-four (24) days accumulation for a twelve (12) month period, beginning January 1, the employee at the end of the twelve (12) month period may be paid for half (1/2) of the sick leave not used but accrued during that twelve (12) month period. The maximum number of days paid at the end of a twelve (12) month period will not exceed six (6) days.
- 16.04** A supervisor may require a medical report for absences of sick leave at his discretion, however, a return to work medical report is required in all cases for absences in excess of three (3) working days.
- 16.05** Employee(s) shall earn sick leave while on paid vacation, paid sick leave, paid funeral leave, paid holiday, paid military leave, paid discretionary days, jury leave and for any other paid for absence recognized under this Contract.
- 16.06** Holidays falling in paid sick leave periods will not be considered as counting against sick leave time.

- 16.07** Part-time employee(s) shall receive prorated sick leave.
- 16.08** Upon retirement or death, one-half (1/2) of the accumulated sick leave (100% if death occurs when performing assigned duties) will be paid to the employee, employee's beneficiary, if known, or the estate of said employee.

ARTICLE 17. WAGES, HOURS AND WORKING CONDITIONS

- 17.01 Wages.** Employee(s) shall be paid in accordance with Exhibit A attached hereto.
- 17.02 Workweek.** The normal workweek for all employees shall be forty (40) hours, consisting of five (5) consecutive eight (8) hour days, Monday through Friday. Provided, however, the parties understand that, due to the nature of the work, deviation from the employee(s) normal schedule of hours, 7:00 a.m. to 3:30 p.m., may occur following a minimum of three (3) days prior notice to the affected employee(s) when possible. Saturday and Sunday are normal days off.

Employees will work a modified summer work schedule beginning the first full week of May through the second full week of October. (This period may be extended by up to two (2) additional weeks by the Employer.) The modified schedule will be:

- Monday through Thursday – 6:00 a.m. through 4:00 p.m.
- Bookkeepers shall work Monday through Thursday, 6:00 a.m. through 4:00 p.m.
- Three (3) scheduled paid ten (10) minute breaks. The break schedule may be adjusted as necessary in response to work load requirements.
 - 9:00 a.m. – Morning Break
 - 12:00 p.m. – Noon Break
 - 2:00 p.m. – Afternoon Break
- In any week in which a holiday occurs, employees shall be paid a ten (10) hour holiday.

- The four (4) ten (10) hour day work schedule will not impact the accrual of benefits. Such accrual shall be pursuant to normal policy.
- Vacation, sick and discretionary leave shall be used on an hourly basis (example: 1 day = 10 hours). Funeral leave shall be paid at ten (10) hours per day.

17.03 Lunch Hours and Rest Periods. Employee(s) covered by this Agreement shall be entitled to a one-half (1/2) hour unpaid lunch period. In cases of emergency, e.g. snow removal, a lunch period of a shorter duration may be scheduled.

Two (2) fifteen (15) minute paid rest periods shall be provided for each full shift, one during the first half of the shift and one during the second half of the shift. If an employee is unable to take a break because of the needs of the department, the County will attempt to schedule the break at a later time as mutually agreed to between the supervisor and the employee.

Employees shall not be restricted to County property for breaks.

17.04 Overtime and Compensatory Time Off. Employee(s) required to work in excess of their scheduled workday or workweek shall be compensated at the rate of time and one-half (1-1/2) the employees applicable hourly rate of pay. Employee(s) may elect to take pay or compensatory time off. Compensatory time off shall be computed on a one and one-half (1-1/2) basis. Compensatory time off shall be scheduled by mutual agreement between the employee and his supervisor. Compensatory time accumulation will be capped at a maximum of twenty-four (24) hours.

All work performed in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of time and one-half (1-1/2) the employee's applicable hourly rate of pay. All work performed prior to or after the employee's normal schedule of hours shall be compensated at the rate of time and one-half (1-1/2) the employee's applicable hourly rate of pay.

Employees called in prior to the start of their scheduled shift shall be paid for such hours at time and one-half (1-1/2) in accordance with this Agreement, provided, however, the County will not terminate the shift prior to eight (8) hours worked nor shall the employees suffer the loss of time and one-half (1-

1/2) as a result thereof for being sent home early by the County following eight (8) hours worked.

- 17.05 Temporary Assignment Pay.** Any employee who was properly assigned to and does perform work in a higher classification shall be paid at the rate of pay for actual time spent working in the higher classification. The rate shall be commensurate with the step which provides the employee with an increase.

Any employee who was properly assigned to and does perform work in a lower classification shall not suffer a reduction in hourly wage as a result thereof.

- 17.06** Employees shall be paid bi-weekly. The record for accrued, used, paid and monthly balance of vacation, sick leave and discretionary days will be provided upon request to each employee during the month of January reflecting the prior year record and status as of December 31.

- 17.07 Out of Class Pay.** If a bargaining unit employee is assigned the duties of a non-bargaining unit employee, the bargaining unit employee shall be paid at the step in the appropriate pay range that provides an increase in pay.

- 17.08 Call-In Pay.** Any employee called back to work by the County after having completed his regular day's work shall be paid not less than two (2) hours wages and shall be paid at the rate of one and one-half (1-1/2) times the applicable hourly rate of pay.

Any employee called back to work on a day off by the County shall be given not less than two (2) hours time or wages in lieu thereof and shall be paid at the rate of one and one-half (1-1/2) times the applicable hourly rate of pay.

- 17.09 Longevity Pay.** Commencing on the date of eligibility, in addition to the wage rates set forth in Appendix A, employees shall receive longevity pay calculated as follows:

5¢ per hour after 3 years of service
10¢ per hour after 5 years of service
15¢ per hour after 10 years of service
20¢ per hour after 15 years of service
25¢ per hour after 20 years of service

30¢ per hour after 25 years of service

35¢ per hour after 30 years of service

- 17.10** Employees who are required to attend meetings, training sessions, etc., sponsored and approved by the County shall be paid their applicable hourly rate for all such time spent. Time spent shall be considered as time worked for purposes of computing weekly overtime.

ARTICLE 18. HOLIDAYS

- 18.01** The County shall pay all employees covered by this Agreement eight (8) hours pay (four [4] hours for Good Friday) at the employee's applicable hourly rate of pay for the following designated holidays:

New Year's Day	Veteran's Day
Good Friday Afternoon	Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

- 18.02** All employees shall be entitled to three (3) discretionary days annually. Employees must have prior approval of their supervisor prior to the discretionary day being taken. Unused discretionary days cannot be carried into the following calendar year.

Discretionary days accrue from January 1 through December 31. Employees hired prior to July 1 are allowed three (3) days during their first calendar year of employment. Employees hired on or after July 1 receive one and one-half (1-1/2) days during their first calendar year of employment, e.g. remaining portion of the year in which the employee was hired and thereafter the entitlement shall be in accordance with the preceding paragraph.

Upon termination of employment, for any reason, prior to July 1, one-half (1/2) of eligible discretionary days can be taken or will be paid to the employee in cash. On or after July 1, all eligible discretionary days can be taken or will be paid to the employee in cash. If, at termination, more discretionary days have been taken than stated above, repayment from the earnings of the employee shall be made for such excess amount by payroll deduction.

18.03 To be eligible for holiday pay, an employee must work his last regularly scheduled workday immediately preceding the holiday and his first regularly scheduled workday immediately following the holiday unless otherwise excused by the County.

Holidays falling in paid sick leave period will not be considered as counting against sick leave time.

18.04 Employees working on a holiday shall receive one and one-half (1-1/2) times their regular rate of pay for all such hours worked in addition to their holiday pay.

18.05 Part-time employees are eligible for holiday pay on a pro rata basis.

ARTICLE 19. VACATIONS

19.01 Employees shall accrue paid vacation as follows:

a) Employee(s) shall earn vacation time in the current service year (anniversary date to anniversary date) for use in the following service year.

b) For each regular eighty (80) hours worked, vacation is earned as follows:

Year 0 through 4 earns 3.076 hours vacation

Year 5 through 6 earns 3.846 hours vacation

Year 7 through 9 earns 4.615 hours vacation

Year 10 through 14 earns 5.385 hours vacation

Year 15 through 19 earns 6.150 hours vacation

Year 20 through 24 earns 7.077 hours vacation

Year 25 and beyond earns 7.692 hours vacation

19.02 A new employee may take up to forty (40) hours of vacation after completion of six (6) months of the first service year with supervisory approval. Any such vacation taken before the completion of the first year of service will be deducted from the total amount of vacation earned and otherwise entitled to at the completion of the first service year and due to be taken between the

first and second year of service. This provision applies to new employees only during the first service year.

- 19.03** Holidays falling in a vacation period will not be considered as counting against vacation time.
- 19.04** Scheduling of vacation shall be by seniority provided, however, vacation selection made after May 1st of any contract year shall be on a first come first served basis. Vacation periods less than a full week may be taken; provided, however, the County retains the right to determine the number of employee(s) on vacation at any one time. Vacation may not be carried over from year to year. Employees shall have the right to take vacation in increments of one (1) day, or one (1) hour minimum increments, at a time.
- 19.05** Employee(s) terminating employment for any reason will be compensated for any vacation earned but not taken as leave prior to terminating employment.
- 19.06** Employees shall earn vacation leave while on paid vacation, paid sick leave, paid funeral leave, paid holiday, paid military leave, paid discretionary leave and jury leave.
- 19.07** In the event of death of an employee who is entitled to vacation pay under the provisions hereof, such vacation pay and earnings due such employee shall be paid to the employee's spouse, if married, or known beneficiary or if no spouse is available, to the employee's estate.
- 19.08** Part-time employee(s) are eligible for vacation pay on a pro rata basis.

ARTICLE 20. HEALTH INSURANCE

- 20.01 Health and Welfare.** The County agrees to provide family and single health insurance coverage, including life, AD&D and short-term disability plan (the short-term disability plan will provide for a \$100.00 per week benefit), for all members of the bargaining unit. (Effective July 1, 2005, the short-term disability plan will be replaced with the long-term disability plan.) Furthermore, the County agrees that it will not alter or change any health insurance policy in effect without first notifying the Union of County intent to change coverage. Any change in coverage will only be equal to or greater than the existing coverage in effect. Employees will have the HMO option provided

to other County employees. Employees will be eligible for participation in any other group plan offered to any other County employee.

Effective January 1, 2002, the prescription drug co-pays under the Medical Associates HMO plan shall be changed to Five Dollars (\$5.00) for generic and Ten Dollars (\$10.00) for name-brand drugs. Effective January 1, 2003, the Dean Health Plan will replace the Unity Health Plan. The prescription drug co-pays under the Dean HMO plan are Six Dollars (\$6.00) for generic and Ten Dollars (\$10.00) for name-brand drugs. Effective January 1, 2004, the maximum lifetime benefit for Medical Associates HMO will be Two Million Dollars (\$2,000,000).

Effective July 1, 2005, the health insurance plan design for both Dean and Medical Associates will reflect a Ten Dollar (\$10.00) office co-pay and a Seventy-Five Dollar (\$75.00) emergency room co-pay (waived upon admission). The County will reimburse employees for office co-pays above and beyond six (6) between July 1, 2005 and December 31, 2005. Effective January 1, 2006, the County will reimburse employees' office co-pays above and beyond twelve (12) per year.

20.02 Benefits are effective the first of the month following a thirty (30) day period unless such period ends on/or before the fifth of the month, then such benefits become effective the first of that month.

20.03 **Premiums.** The County will pay the full cost of said insurance cited in this Article, provided however, for employees electing family health coverage, the County agrees to pay an amount equal to eighty-five percent (85%) of the family health insurance plan premium. Employees will pay the remaining premium, if any, by payroll deduction. All other premiums will be paid for by the County on behalf of the employee.

Part-time employees may be hired to supplement the full-time workforce but not to supplant full-time employment. Therefore, prospective employees hired to work part-time shall be afforded the opportunity for health care coverage on the same basis as for full-time except the health insurance premium shall be prorated on the basis of hours of employment.

20.04 **Retirees.** An employee who retires or who terminates their employment position after attaining age fifty-five (55) may continue to participate in the

County health and life insurance program(s) in which the individual was enrolled prior to termination. It is understood and agreed that any required premium contribution for such continued coverage shall be borne by the individual and shall be submitted to the County of Grant.

- 20.05 Dental.** Grant County agrees to include a voluntary dental plan in the benefits available for the employees to purchase through the County's Section 125 program.

ARTICLE 21. GENERAL

- 21.01 Retirement.** Each employee will come under the retirement plan beginning on the first day provided he is working in a job requiring six hundred (600) hours per year. The County agrees to pay the employees' share (up to the rate in effect January 1, 2008, January 1, 2009 and January 1, 2010, respectively) as well as the County's share.

- 21.02 Deferred Compensation.** All employees covered by this Agreement shall be eligible to defer wages to a legally qualified tax sheltered savings plan.

- 21.03 Flexible Spending Account.** All employees covered by this Agreement shall be eligible to participate in the Flexible Spending Account (IRS Section 125).

- 21.04 Unemployment and Worker's Compensation.** All employees shall be covered by and entitled to Unemployment Compensation and Worker's Compensation coverage.

- 21.05 Union Rights and Privileges.** The County recognizes the Union has all the rights and privileges the Union had at law to seek a redress of grievance or interest resolution under and during the terms and conditions of this Agreement except to the extent where such rights or privileges have been expressly bargained away in this Agreement.

- 21.06 Fleet Safety Program.**

Purpose. Grant County Fleet Safety Program is instituted to promote safe driving, reduce accident frequency and severity, and to take positive steps to correct individual problem areas of County employees driving vehicles on County business.

Accident. Accident is defined to mean an occurrence that originates or terminates on a traffic way, which involves at least one (1) motor vehicle in transport and results in:

- a) Injury or fatality of a person;
- b) total damage to one (1) person's property to an apparent extent of One Thousand Dollars (\$1,000.00) or more; or
- c) damage to government-owned property to an apparent extent of Two Hundred Dollars (\$200.00) or more, except government-owned vehicles which remains at One Thousand Dollars (\$1,000.00) or more.

If an accident meets any of the three (3) criteria it is a reportable accident and is therefore subject to review by the Accident Review Committee except accidents involving deer collisions or Acts of God.

All accidents involving a County-owned vehicle must be reported by the employee involved to the supervisor within twenty-four (24) hours after the occurrence whenever possible. The reports and forms to be completed will be provided by the department, a copy of which will be filed in the employee's personnel file.

Accident Review Committee. The Accident Review Committee will be composed of two (2) bargaining unit employees selected by the Union from employees at and out of the Lancaster shop, a Governing Committee member, designee in the Sheriff's Department and the Personnel Director of the County of Grant.

Preventable Accident. Any accident in which the driver is at fault (a just cause standard will apply).

Non-Preventable Accident. Any accident in which the driver is not at fault.

Procedure for Accident Review Committee.

- a) **Frequency of Meeting.** Chairman must call a meeting to review the accident/incident reports no later than ten (10) days after the occurrence.

- b) Prior to determining that an accident was preventable, an outside agency may conduct an investigation. Great weight will be given to the outside investigating agency's report.
- c) The employee may appear before the Committee, with a Union steward or Business Representative.
- d) **Voting.** The Chairman shall request a consensus in which the Committee by majority vote decides whether an accident/incident was "preventable" or "non-preventable". This will be done on the merits of each case.
- e) **Inform the Employee.** The Chairman will advise the functional supervisor or agency director who will determine appropriate action and advise the employee.
- f) Minutes of meeting will be made available to Union upon request.

Remedial Action.

Preventable Accident.

- a) Written warning.
- b) Two (2) days suspension, without pay.
- c) Five (5) day suspension, without pay, and driver training and physical exam.
- d) Suspension and/or subject to termination (unless non-driving functions can be assigned).

The Fleet Safety Program will be administered in conformance with a just cause standard and Article 4 of this Collective Bargaining Agreement.

21.07 Drug and Alcohol Policy. The purpose of this policy is to help prevent accidents and injuries resulting from the use of alcohol or use of controlled substances by drivers of commercial motor vehicles which are being operated on behalf of Grant County. This policy is intended to be consistent with, and in

compliance with, the U.S. Department of Transportation Federal Highway Administration's drug and alcohol testing rules, regulations and procedures contained in Title 49 CFR. Nothing herein shall preclude the County from establishing rules, regulations, policies and/or procedures governing the use of alcohol and/or the use of a controlled substance by Grant County employee(s) so long as such rules, regulations, policies and/or procedures do not conflict with the specific requirements of Title 49 CFR.

This policy applies to every bargaining unit employee who is otherwise subject to a commercial driver's license (CDL) requirement and who is subject to the rules, regulations, policies and/or procedures contained in Title 49 CFR.

21.08 Health and Safety Equipment. The Employer shall maintain its efforts to provide and maintain safe working conditions and equipment at all times. The Union and employees shall cooperate in maintaining safe conditions and equipment. Employees shall report any defect or unsafe condition or equipment to their immediate supervisor at their earliest knowledge thereof.

21.09 Personal Tool Use Replacement. Mechanics in the Grant County Highway Department are required to supply certain hand and power tools for the performance of their duties.

If these personal tools need replacement because of breakage while performing assigned duties or theft while properly stored on County property, the Grant County Highway Department agrees to reimburse affected employee for costs (not covered by County insurance or tool warranty) to replace said tool with an identical tool (or if unavailable, a tool of equal value), provided the employee received departmental approval to use said tool and employee provides documentation of replacement cost of said tool.

The employee is responsible for preparing an itemized list of personal tools which are used on the job. The shop foreman will verify accuracy of list and sign-off on list. The employee is responsible for updating the personal tool list. Management will provide a copy of tool list to the employee and the Union.

21.10 Safety Shoes. Effective January 1, 2005, the Highway Department will reimburse employees required to wear safety shoes a maximum of One Hundred Thirty Dollars (\$130.00) every two (2) years. To be eligible for such

reimbursement, the employee must submit a paid receipt for such shoes to the Commissioner's office.

- 21.11 Training Language.** The County agrees to train and/or implement a training program for employees. The cost of which shall be borne by the County. Employees will be trained in the proper use of equipment, safety, etc., or on an on-going, as needed basis.
- 21.12** Employees shall be reimbursed at the current IRS rate per mile for approved travel during the course of employment or training.
- 21.13** Employee expenses, such as necessary meals, lodging, parking fees and registration fees, shall be paid by the Employer in accordance with current practice.
- 21.14** The Employer agrees that it will meet and confer with the representative of the Union and the affected employees to discuss options in the event an employee loses his/her required CDL due to a non-work related reason prior to taking any adverse employment action.

ARTICLE 22. SEPARABILITY AND SAVINGS

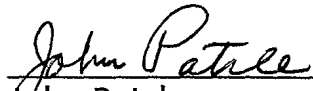
- 22.01** If any Article or Section of this Agreement or of any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any addendum thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 22.02** In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 23. TERMINATION

23.01 THIS AGREEMENT shall become effective as of January 1, 2008, and shall remain in full force and effect until and including December 31, 2010, and shall be automatically renewed from year to year thereafter, unless at least one hundred eighty (180) days before the termination date or any anniversary thereof, either party gives written notice to the other of desire to amend, add to or terminate this Agreement.

Dated this 19th day of Nov., 2008.

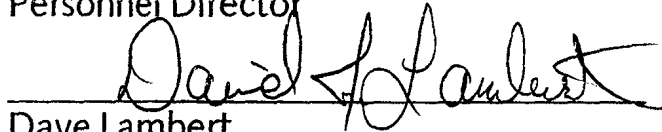
**FOR THE COUNTY
THE COUNTY OF GRANT**



John Patcle
County Board Chair

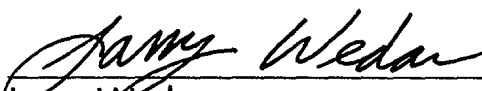


Joyce Roling
Personnel Director

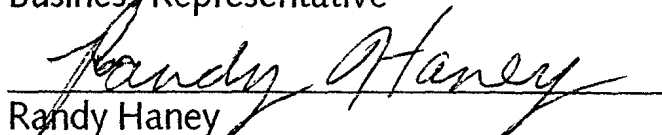


Dave Lambert
Highway Commissioner

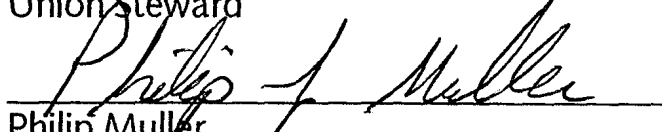
**FOR THE UNION
TEAMSTERS UNION LOCAL NO. 695**



Larry Wedan
Business Representative



Randy Haney
Union Steward



Philip Muller
Union Steward



Michael Nugent
Union Steward

APPENDIX A - WAGES

Effective 1/01/2008				
	New Hire	6 Months	1 Year	2 Years
5	\$16.86	\$17.57	\$18.30	\$19.06
4	\$16.20	\$16.97	\$17.79	\$18.64
3	\$15.53	\$16.20	\$16.97	\$17.79
2	\$15.15	\$15.85	\$16.58	\$17.41
1	\$13.71	\$14.32	\$14.94	\$15.58

Effective 1/01/2009				
	New Hire	6 Months	1 Year	2 Years
5	\$17.32	\$18.05	\$18.80	\$19.58
4	\$16.65	\$17.44	\$18.28	\$19.15
3	\$15.96	\$16.65	\$17.44	\$18.28
2	\$15.57	\$16.29	\$17.04	\$17.89
1	\$14.09	\$14.71	\$15.35	\$16.01

Effective 1/01/2010				
	New Hire	6 Months	1 Year	2 Years
5	\$17.80	\$18.55	\$19.32	\$20.12
4	\$17.11	\$17.92	\$18.78	\$19.68
3	\$16.40	\$17.11	\$17.92	\$18.78
2	\$16.00	\$16.74	\$17.51	\$18.38
1	\$14.48	\$15.11	\$15.77	\$16.45

APPENDIX B - PAY GRADE AND CLASSIFICATION

Effective July 1, 2002

- 5) Shop Lead Worker
- 4) Welder
Parts Foreman
Mechanic II
- 3) Sign Technician
Operator II
- 2) Heavy Truck
Tandem
Section Patrol Worker
Operator
General Laborer
- 1) Bookkeeper

The County and the Union will enter into a Memorandum implementing the Union's DRIVE proposal when the Union demonstrates that at least four (4) members sign-up to participate. The Memorandum will include a provision for the County to obtain a copy of the employee authorization for payroll deduction.